

## STATEMENT OF WORK

### 1. **TITLE** – Legal Support Services for Agency Rulemaking

2. **GENERAL** – In December 2017, the National Labor Relations Board (“NLRB” or “Agency”) published a Request for Information regarding rulemaking as to its representation procedures, and in September 2018 the Agency published a Notice of Proposed Rulemaking as to its joint-employer standard. The Agency is considering engaging in additional rulemaking on labor law matters. Thousands of comments have been filed by the public in response to the Request for Information and the Notice of Proposed Rulemaking. In accordance with the Administrative Procedures Act, the Agency must now undertake a review of the public comments submitted in response to its recent rulemaking actions and would need to conduct similar reviews of comments collected in response to future rulemaking. Legal support services are needed to assist with the posting, review and categorization of the comments received, as well as with summarizing of the comments.

3. **OBJECTIVE** – The overall objective of this Task Order is for the contractor to provide legal staff to assist with the review of comments received in response to Agency rulemaking. The review will include categorization of the nature of each comment, posting of the comments, and summarizing of the comments received.

### 4. **SPECIFIC TASKS** – The tasks involved in the Task Order may include:

- a) Review of comments submitted. Review of the comments submitted in response to the rulemaking will include conducting initial reviews of comments and posting of the comments online, as well as assigning pre-determined categories to each comment. A single comment may have more than one category assigned to it depending on the issues, arguments or examples set forth in the comment.
- b) Summarization of comments submitted. Legal staff may be asked to summarize the content of comments received in a particular pre-determined category.

5. **REPORTING REQUIREMENTS** – The Contractor shall document the efforts performed in the completion of each task in a detailed monthly status report due on or before the 15<sup>th</sup> calendar day of each month, and with interim status reports, as required; the status reports will include at a minimum:

- a) The Monthly Report shall address completed tasks, ongoing work, future requirements, and a discussion of activities that map back to the tasks including a summary of briefings/meetings and accomplishments during the reporting period, including:
  - 1) Milestones achieved;
  - 2) Anticipated activity for the next reporting period; and
  - 3) Problems encountered or anticipated.
- b) If necessary, a quarterly review shall be conducted between the Contractor, COR and Contracting Officer. The meeting shall be held at the Government program office location, or as otherwise designated by the program office. At the meeting, tasks allocated to the Contractor shall be reviewed along with progress towards their completion. Any potential problems that may adversely impact successful completion of the tasks, overall Task Order costs and schedules will be identified along with the necessary mitigation actions.

### 6. **QUALIFICATION REQUIREMENTS** –

- a) Law Clerk I
  - 1) Responsibilities/Duties: Works under the direction of the Project Supervisor. Performs complex legal review of comments submitted in rulemaking. Identifies issues and legal arguments made in comments and assigns all appropriate categories to each comment. Assists in preparing summaries of comments as required. Assists with posting of comments online as needed.
  - 2) Qualifications: Law degree, or currently attending an ABA-accredited law school, having completed at least one year of study. Requires sound working knowledge of federal and state court systems, legal research procedures, legal research resources and legal issue identification and analysis. Requires

excellent written and oral communication skills. Must have hands-on familiarity with a variety of computer applications, including word processing, databases (such as document review and file management systems), excel spreadsheets, and imaging. Ability to consistently deliver high quality work under pressure will be very important.

b) Paralegal

- 1) Responsibilities/Duties: Works under the direction of the Project Supervisor. Performs legal review of comments submitted in rulemaking. Identifies issues and legal arguments made in comments and assigns all appropriate categories to each comment. Assists in preparing summaries of comments as required. Assists with posting of comments online as needed.
- 2) Qualifications: Requires paralegal certificate. An equivalent level of legal training may be substituted with the approval of the COR. At least one year of paralegal experience required. Automated litigation support experience valued. Must have basic legal knowledge, including ability to identify legal issues. Requires excellent written and oral communication skills, thorough knowledge and hands-on familiarity with a variety of computer applications, including word processing, databases (such as document review and file management systems), excel spreadsheets, imaging, and hardware systems. Role also requires basic familiarity with e-discovery procedures and resources. Ability to consistently deliver high quality work under pressure will be very important.

**7. PLACE AND PERIOD OF PERFORMANCE, WORK DAYS, AND TRAVEL –**

- a) Place of Performance. NLRB Headquarters, 1015 Half Street, SE, Washington D.C. 20570
- b) Period of Performance: Time of award through four months with option to extend up to an additional six months.

**8. RESTRICTIONS & SPECIAL REQUIREMENTS – None**

**9. POINTS OF CONTACT –**

Technical Representative:

Name: Christine Lucy, Chief of Staff

Agency: National Labor Relations Board

Street Address: 1015 Half Street S.E.

City, State and Zip code (9 digit): Washington, DC 20570-0001

E-Mail: [Christine.Lucy@nrlrb.gov](mailto:Christine.Lucy@nrlrb.gov)

Phone: 202-273-3914

Contracting Officer:

Name: Delfina St Clair, Contracting Officer

Agency: National Labor Relations Board

Street Address: 1015 Half Street S.E.

City, State and Zip code (9 digit): Washington, DC 20570-0001

E-Mail: [Delfina.st.clair@nrlrb.gov](mailto:Delfina.st.clair@nrlrb.gov)

Phone: 202-273-4212

**10. PROJECT MATERIALS & GOVERNMENT FURNISHED EQUIPMENT (GFE).**

The individuals will be provided with a computer and appropriate workspace.

## **11. TASK ORDER CLAUSES**

### **Invoicing Clause**

Invoices shall be submitted monthly and shall include:

- Name and address of the contractor
- Invoice date and number
- Order number
- Description, quantity, unit of measure, unit price and extended price of the items delivered or services rendered; and
- Name, title, and phone number of person to notify in the event of defective invoice.

Please email a copy of the invoice to: The Government point of contact/Technical Representative & IBCDenver, NLRB <nlrpayments\_ibcdenver@ibc.doi.gov>

### **LOCAL SECURITY CLAUSE**

#### **Security Requirements for Contract Personnel**

Performance of this Task Order requires that Contractor personnel meet the minimum security clearance or investigation requirements of the NLRB. All Contractor personnel shall be U.S. citizens. There shall be no exceptions to this policy.

#### **General**

The NLRB has determined that performance of the tasks as described in this SOW requires that the Contractor, subcontractor(s), vendor(s), etc. have access to sensitive NLRB information, and that the Contractor will adhere to the following.

#### **Security Cognizance**

All information, information systems, and assets, within NLRB facilities, and all Contractor activities within NLRB facilities related to safeguarding information, information systems, assets and facilities, are under the security cognizance of the NLRB.

#### **Access to NLRB Headquarters**

Contractor access to NLRB facilities/property is limited to those persons specifically approved by the COR and security officials. The Contractor shall ensure the COR is provided the required security forms sufficiently in advance to permit access approval. The specific procedures and security forms required for access will be provided by the COR separately.

#### ***Permitted Activities***

The Contractor is provided workspace within NLRB facilities for the purposes of performing tasks on this Contract. The Contractor is prohibited from conducting any activities within these workspaces, within NLRB facilities, or on NLRB property, not specifically related to this contract. The Contractor shall not introduce any information or materials into NLRB facilities or onto NLRB property not directly related to this Contract, without specific authorization of the CO/COR.

#### ***Identification and Access Control Media***

Identification and access control media will be issued to Contractors having a need to access NLRB facilities on a frequent and recurring basis, as determined by the COR. All identification and access control media are the property

of the NLRB and are subject to termination or confiscation by the COR, security activity, or other NLRB authority. Unauthorized use of U.S. Government identification is subject to 18 U.S.C. 499 and 701 and punishable in accordance with 18 U.S.C. 1028.

Identification shall be displayed above the waist and in plain view at all times within NLRB facilities and property. Loss of identification or access control media must be reported immediately to the CO/COR or security authority.

The Contractor shall ensure each Contractor employee accesses only those areas, rooms, facilities, information systems, assets, and information for which they are specifically approved. This includes ensuring access control media and system user account privileges do not exceed the authorized accesses.

### ***Termination of Access***

The Contractor shall establish a process which ensures notification to officials identified by the CO, such as the COR and/or security activity, and disabling of facility and information system accesses, immediately upon determination that a Contractor employee no longer requires access to NLRB information, information systems, assets and/or facilities. When it is determined a Contractor employee will have temporary absence exceeding 30 days, all physical accesses and system user accounts shall be disabled during the period of absence. When it is determined a Contractor employee no longer requires access, all identification and access media and all materials and equipment in possession of or charged to the employee shall be returned immediately upon termination of access.

### ***Inspection on Entry/Exit and Prohibited Items***

All persons and vehicles entering and existing NLRB property are subject to search. Specific search criteria are established uniquely for each facility and will be identified to the Contractor separately.

Unless specifically required in the performance of this Contract, permitted by the Chief Security Officer or Bureau Head, or otherwise permitted by law, the following items and materials are prohibited on or within facilities and property owned, controlled or operated on behalf of NLRB:

- a) Illegal drugs, paraphernalia, alcohol, and contraband
- b) Firearms, ammunition and other weapons
- c) Explosive materials and incendiary devices
- d) Tear gas, chemical agents, hazardous substances (Mace and other personal protection devices must be specifically approved by the local security authority)
- e) Pornographic, offensive and other materials inappropriate for the workplace
- f) Privately owned cameras and electronic equipment, including computers, radios, electronic recording and/or transmission devices.

Exceptions to the above will be specifically identified by the CO/COR/PMO separately. See also Information Systems below.

### **Information Systems**

#### ***Use of Government provided information system***

Contractors shall access only those information systems specifically identified by the CO/COR. Those Contractor employees authorized to use Government owned/controlled information systems shall, prior to first use and periodically thereafter, receive a security briefing on proper security procedures and permitted and prohibited uses. Security awareness training shall be in accordance with Office of Chief Information Officer security policies and will include: policies concerning personal and internet use; virus protection; user accounts; modification of software and hardware; and rules of behavior for the system.

Except as otherwise required, Contractor personnel are prohibited from accessing, copying, manipulating, deleting, or otherwise affecting information or data processed or stored by NLRB information systems.

### ***Use of Contractor provided information systems***

Unless specifically authorized by the local responsible security office, Contractor owned, and privately-owned electronic equipment are prohibited within NLRB facilities. This includes all computers, computer equipment and accessories, storage media, software, communications equipment (i.e. cell phones), and all devices with recording and/or transmission capability. Recording capability includes but is not limited to capturing any form of image, sound, or electronic signal.

Contractor and privately-owned equipment, including computers, storage media, portable storage devices, and all electronic devices, shall not be connected in any manner to any NLRB owned or controlled information system, without specific approval of the CO.

Contractor owned information systems must be approved by the CO prior to introducing or otherwise processing NLRB information. The requirements for protecting information or information systems will be identified separately by the COR. Contractor owned information systems used to process classified information shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM).

### **Personnel Security**

Executive Order 10450, Security Requirements for Government Employment, requires that a background investigation be conducted on all personnel working for the government. All contractors will be required to undergo a background investigation commensurate with the position sensitivity of the job they are asked to perform for the NLRB. The applicant will have to complete forms via Electronic Questionnaires for Investigations Processing (e-QIP) Gateway within 5 days of receiving instructions from the specialist. The standards for these suitability determinations can be found in CFR 5 731.201. The instructions will also provide directions on how the contractor will undergo Homeland Security Presidential Directive -12 identification protocols for receipt of government contractor identification upon clearance. The Contractor shall comply with the NLRB's Personnel Identity Verification Processes (PIV), that implements HSPD-12, Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standard (FIPS) 201. All positions at NLRB must meet minimum investigative requirements outlined in HSPD-12, which requires all government, contractor, and consultants to have a National agency Check with Written Inquires (NACI). All on site contractors must adhere to the personnel security procedures prior to beginning work with the NLRB.

### **CLAUSES INCORPORATED BY REFERENCE**

FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)

### **CLAUSES INCORPORATED BY FULL TEXT**

FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at any time.

(End of Clause)

### **Contract Administration Data**

(a) All contract administration must be effected by the Contracting Officer except as delegated to the Contracting Officer's Representative (COR). In no event will any modification, change order or other matter in deviation from

the terms of scope of this contract be effective or binding unless formalized by proper contractual documents by the Contracting Officer.

(b) In the event the Contractor makes any changes to the terms or scope of this contract at the direction of any person other than Contracting Officer, the change will be considered to have been made without proper authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

#### Contracting Officer's Representative (COR)

(a) Contracting Officer's Representative (COR), for the contract resulting from this solicitation will be designated at time of award.

(b) The COR is responsible, as applicable, for receiving all deliverables, inspecting and accepting the services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the Contractor which clarifies the contract effort; fills in details or otherwise serves to accomplish the contractual Statement of Work; evaluating performance; and certifying all invoices/vouchers are acceptance of the services furnished for payment.

(c) The COR does not have the authority to alter the Contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussion, it is desirable to alter/change contractual obligations or the Statement of Work, the Contracting Officer shall issue such changes.

(End of clause)

## 12. INSTRUCTIONS TO VENDORS

### Confidential Information:

The Freedom of Information Act (FOIA) and its amendments have resulted in an increasing number of requests from outside the Government for copies of contract qualifications and quotes submitted to federal agencies. If a Vendor's submission contains information that he/she believes should be withheld from such requestors under FOIA on the grounds that they contain "trade secrets and commercial or financial information" [5 USC§552(b)(4)], the vendor should mark its submissions in the following manner:

- The following notice should be placed on the title page: "Some parts of this document, as identified on individual pages, are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure per the Freedom of Information Act."
- Each individual item considered privileged or confidential under FOIA should be marked with the following notice: "The data or information is considered confidential or privileged, and is not subject to mandatory disclosure per the Freedom of Information Act."

### General:

The Vendor shall submit documentation illustrating their approach for satisfying the requirements of this solicitation as defined in the Statement of Work (SOW). Quotes must be clear, coherent, and prepared in sufficient detail for effective evaluation of the vendor's quote against the evaluation criteria. Also, this documentation shall cover all aspects of this solicitation, and include the vendor's approach for providing superior support to the National Labor Relations Board. Quotes must clearly demonstrate how the vendor intends to accomplish the work specified in the SOW and must include convincing rationale and

substantiation of all claims. Unnecessary elaborate brochures or other presentations beyond those sufficient to present a complete effective response to the solicitation are not desired.

The Vendor shall describe its quote through the use of narrative, charts, and diagrams in sufficient detail for the Government to understand and evaluate the nature of the approach. In its evaluation and confidence assessment, the Government will consider the degree of substantiation of the proposed approach.

**Questions:**

Questions/clarifications regarding this solicitation shall be submitted to Delfina St Clair at [Delfina.St.Clair@nlrb.gov](mailto:Delfina.St.Clair@nlrb.gov). Questions that are vague, illegible, or irrelevant to the requirement, or submitted after the cut-off date may not receive a response. Responses to questions will be issued in the form of an amendment and electronically posted on the GSA e-Buy website. No telephonic requests will be entertained. Questions are due no later than 10:00AM ET on XXXXXXXX

**Quote Submission:**

Vendors shall submit the following via GSA eBuy no later than 10:00AM on XXXXXX.

Vendors are advised to take proper steps to ensure timely submission of their quote. It is the sole responsibility of the vendor to ensure that the electronic files submitted are virus free and can be opened and read by the Government. If the electronic files cannot be opened, and read by the Government, the vendor shall have one business day after notification of same, to correct the deficiency. After that time, if the electronic files cannot be opened and read by the Government, the quote may be rejected and not evaluated further.

<b>Volume I – Technical</b>	<b>Title</b>	<b>Maximum Page Limits</b>	<b>Electronic Copies</b>
	(1) Cover Section	1 Page	One
	(2) Technical Approach	8 Pages (not including Resumes)	One
	(3) Past Performance	3 Pages	One
<b>Volume II – Price</b>	<b>Title</b>	<b>Max. page Limit</b>	<b>Electronic Copies</b>
	(4) Price	Unlimited	One

Please Note: This solicitation is being issued through the GSA e-Buy website, quotes shall only be submitted as described herein. Quotes submitted by any other means, including through GSA's e-Buy system, will not be evaluated.

**Format:**

- Text shall be at least single-spaced, on 8½ x 11-inch paper, with a minimum one-inch margin all around.

- Pages shall be numbered consecutively.
- A page printed on both sides shall be counted as two pages.
- Pages submitted in excess of the page limitations stated herein will be removed and not evaluated.
- Print shall be of minimum 12-point font size spacing. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.
- No pricing data shall be included in Volume I – Technical.
- Any information requested as a clarification shall not count toward the page limitation.

#### **Submission Requirements:**

##### **(1) Cover Section**

a. The Cover Section shall include the solicitation number, company points of contact for technical and price related questions, acknowledgement of all material amendments, and a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation.

##### **(2) Factor 1: Technical Approach**

a. The Vendor shall describe its technical approach to performing the anticipated Task Order, focusing on the vendor's ability to provide the full range of quality legal support services. The vendor shall also discuss the following:

1. The vendor's relevant experience that demonstrates experience in providing legal support services.
2. Demonstrate through the submission of resumes that the key personnel (see Section 6) meet or exceed the criteria specified. The resumes are not included in the page count for the Technical Approach. However, resumes are limited to 3 pages. Resumes shall contain the following information, in the order specified, to demonstrate the proposed individuals meet the qualifications specified in the SOW.
  - a. Proposed Position
  - b. Full Name
  - c. Security clearance (if applicable)
  - d. Employment Status – Specify whether the proposed individual is currently employed by the contractor
  - e. Education (degrees, year, additional training)
  - f. Current Employer, Job Title, and Dates Employed
  - g. Company Name and Dates for Experience with other firms, specifically positions that demonstrate experience fulfilling requirements similar to those listed in the SOW.

##### **(3) Factor 2: Past Performance**

Provide references for at least three (3) Federal Government contracts for similar work performed within the past three (3) years. The contact information for each reference shall include:



Agency Name/Point of Contact Information  
Contract/Task Order/Purchase Order Number  
Description/Type of Services Provided  
Contract Value

(4) Factor 3: Price

Vendors shall complete the Pricing Worksheet (Attachment 1) and provide a narrative to verify their pricing. Rates specified in the vendor's quote shall not exceed the vendor's GSA Schedule rates. Vendors are highly encouraged to provide a discounted rate off of their GSA Schedule rates.

### 13. EVALUATION CRITERIA

This solicitation is issued in accordance with FAR 8.405-2. The Government intends to award a single Firm-Fixed-Price GSA Federal Supply Schedule (FSS) Task Order that represents the best value to the Government; price and other factors considered.

**Basis of Award:**

(1) The Government will evaluate quotes that receive a "pass" for the following minimum criteria; however, a "pass" for all items does not guarantee award. Vendors who receive a "pass" will be evaluated further in accordance with the criteria set forth in this solicitation. The two items are as follows:

- a. The Vendor submits all required information specified in the RFQ by the closing date/time;
- b. The Vendor's quote is in accordance with the terms and conditions of the Vendor's base contract on GSA Schedule 738 X, Special Item Number (SIN), 595 21.

Please Note: Quotes containing exceptions, qualifications, conditions, assumptions or any other deviations from the solicitation shall be considered non-responsive and will be rejected by the Government and not considered for award.

(2) After the initial evaluation, the agency may clarify aspects of quotes in order to better understand the information submitted. Clarifications (if any) will only be sent to Vendor's who have not been otherwise eliminated due to a failure to meet a minimum agency requirement. The information provided in the clarification responses may lead to adjustments to the Vendor's technical rating. If the agency feels additional information is needed from any Vendor after the initial clarifications, the Government may solicit additional information as deemed necessary. The clarification process does not contemplate common cut-off dates or revisions to technical aspects of Vendor's initial quotation. However, in accordance with FAR 8.405-4, the Government may solicit price reductions at any time, even if discounts were applied to the initial pricing submission.

(3) The Contracting Officer may award an order without negotiations to the contractor that is determined to represent the best value. The Contracting Officer may negotiate with the apparent successful Vendor to improve the terms of the deal reflected in the quote or negotiate with all Vendors.

(4) The Government reserves the right not to make an award as a result of this competition if it is in the opinion of the Government that none of the submissions will provide acceptable performance at a price that is considered fair and reasonable and/or economically feasible.

## Evaluation Factors

Factor 1 – Technical Approach

Factor 2 – Past Performance

Factor 3 – Price

Order of Precedence: Factor 1 is more important than Factor 2. Factor 3, Price will become more important as non-price factors become more equal.

### (5) Factor 1 – Technical Approach

The Technical Approach will be evaluated as a measure of merit and the Government's confidence. The Government will evaluate the vendor's technical capabilities for delivering high quality support services as defined in the SOW. The Government will also evaluate the extent to which the vendor presents the following:

- a. The vendor's abilities and experience in meeting providing legal support services.
- b. The degree to which the key personnel proposed meet the criteria specified in Section 6 of the SOW.

### (6) Factor 2 – Past Performance

a. Vendors will be evaluated on the quality of their past performance for the contracts they have identified. The Government will evaluate the Vendor's record of past performance in "recent" and "relevant" contract efforts. "Recent" means contracts that are on-going or have been completed within three (3) years from the closing date of this RFQ. "Relevant" means performance of work similar in size and scope under similar conditions. Relevant experience is described as contractor performing work related to similar to those listed in the SOW. Contracts providing legal support services for government agencies will be considered most relevant.

b. In the conduct of its past performance evaluation, the Government may use a variety of information sources in addition to information provided in the Past Performance Questionnaires. These sources may include, but are not limited to, technical reports, commercial or any available published information, Government past performance databases and information derived from present or past Government or commercial customers of the Vendor.

c. Vendors without a record of recent or relevant past performance will not be evaluated favorably or unfavorably on past performance and will be rated neutral on Past Performance.

### (7) Factor 3 – Price

The total evaluated price is the sum of the total prices submitted for the base period and all option periods. Evaluation of options will not obligate the government to exercise the option(s).

The Vendor's price quote will be evaluated to determine whether it is reasonable and is consistent with the GSA Schedule. The burden of proof for credibility of proposed prices rests with the vendor. The Government will evaluate price reasonableness using price analysis techniques in FAR 8.404(d) – Pricing.

## Rating Methodology

1. Factor 1 – Technical Approach: The following adjectival ratings will be used to rate Factors 1. A determination of "Unacceptable" renders the entire quote unacceptable and therefore will

NOT be considered for award. The quote must be rated “Marginal” or higher overall to be considered for award.

Rating	Description
Outstanding	The approach meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh the weaknesses. Risk of unsuccessful performance is very low.
Good	The approach meets requirements and indicates a thorough approach and understanding of the requirements. The quote contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable	The approach meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Marginal	The approach does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The quote has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Unacceptable	The approach does not meet requirements and contains one or more deficiencies. The quote is unawardable.

2. Factor 2 – Past Performance: There will be two aspects to the evaluation of the Past Performance. The first aspect is to evaluate the Vendor’s past performance to determine how relevant a recent effort accomplished by the Vendor is to the effort to be acquired through this RFQ. The second aspect is “Confidence.” Confidence for Past Performance is an assessment of the Vendor’s demonstrated ability to successfully perform the requirements of the contract based on how well they have performed on recent, relevant contracts. A determination of “No Confidence” renders the entire quote unacceptable and therefore will not be considered for award.

Relevancy: The following definitions will be used for the relevancy ratings for each project:

Rating	Description
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires

Confidence: The following definitions will be used for the confidence ratings for the overall Past Performance:

Rating	Description
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Substantial Confidence	Based on the Vendor's recent/relevant performance record, the Government has a high expectation that the Vendor will successfully perform the required effort.
Satisfactory Confidence	Based on the Vendor's recent/relevant performance record, the Government has a reasonable expectation that the Vendor will successfully perform the required effort.
Limited Confidence	Based on the Vendor's recent/relevant performance record, the Government has a low expectation that the Vendor will successfully perform the required effort.
No Confidence	Based on the Vendor's recent/relevant performance record, the Government has no expectation that the Vendor will successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available, or the Vendor's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

3. Factor 3 – Price: Price will not be scored or receive an adjectival rating. Price will be evaluated in accordance with FAR 8.404(d) - Pricing, and FAR 8.405-2(d).

# INDEPENDENT GOVERNMENT COST ESTIMATE (IGCE)

Labor Category	Hours	Rate per Hour	Estimated Cost
Base – 4 Months			
Law Clerk I	640 Hours	\$44.30/hr	\$28,352.00
Paralegal	640 Hours	\$37.41/hr	\$23,942.40
		Base Period (4 Mths):	\$52,294.40
Options – Monthly			
Law Clerk I	160 Hours	\$44.30/hr	\$7,088
Paralegal	160 Hours	\$37.41/hr	\$5,985.60
		Monthly Opts:	\$13,073.60